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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RICHARDS PARK

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OMITTING RESTRICTIONS HEREIN, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN

DECLARATION OF COVENANTS, CONDITIONS,

EASEMENTS, AND RESTRICTIONS

FOR

RICHARDS PARK

THIS DECLARATION made this 5th day of May, 1993, by TOG Development Inc., a Wyoming Corporation, hereinafter referred to as "Declarant," whose address is 407 Garfield, Laramie, Wyoming, its successors and assigns.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of that certain real property situate in the County of Albany, State of Wyoming, to wit:

The property described on Exhibit "A" attached hereto and incorporated herein by reference, and hereinafter referred to as "the Property," and or as "the Subdivision, and the property described on Exhibit "B" attached hereto and incorporated herein by reference, and hereinafter referred to as the "Additional Land."

WHEREAS, Declarant desires to create a community for the benefit of owners, their heirs and assigns; and

WHEREAS, Declarant desires to provide for the maintenance and use of Common Areas, entrance ways, and insurance and to establish certain standards by means of protective covenants, restrictions, and easements to insure the lasting beauty, value, and enjoyment of the Property; and

WHEREAS, Declarant desires to provide for the architectural control of all improvements constructed, altered, and maintained on the Property and for control of all landscaping so as to insure the lasting beauty and harmony of the community; and

WHEREAS, Declarant desires to provide for the organization of an association or associations of Owners for the efficient preservation of the values of the said community of owners, and to designate and assign to said association or associations the powers of assessing dues, maintaining Common Areas, entrance ways and insurance and governing and regulating said community.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, reservations, restrictions, uses, limitations, and obligations shall be deemed to run with the land situate in the County of Albany, State of Wyoming, as more fully described on Exhibit "A" attached hereto, and shall be a burden and a benefit to Owners, their transferees, assigns, heirs, and any person acquiring or owning any interest in the Property and improvements situate thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns, to wit:

ARTICLE I - PURPOSE OF DECLARATION AND EXPANSION THEREOF

1. The Property. It is the purpose and intention of Declarant expressed by its execution of this instrument, that the Property shall be developed and maintained as a highly desirable area pursuant to this Declaration. The property is located within the City of Laramie and is subject to the ordinances thereof. These covenants and restrictions will be enforced in addition to the City requirements and shall not be interpreted so as to negate or diminish the ordinances and requirements of the City of Laramie. In the event any City ordinance shall be more restrictive than is provided herein, the City ordinance shall control. Nothing herein shall be construed to require the City of Laramie to enforce any of the covenants contained herein or assume any responsibility whatever for the maintenance and control of the Common Areas.

2. Additional Land. The Developer reserves the right to incorporate and govern the Additional Land by this Declaration. Should the Developer by separate declaration extend this Declaration to cover the Additional Land described on Exhibit "B", an Association shall govern all Lots and Owners in the Additional Land and each Lot and Owner shall be governed by and become members of an Association, subject to all assessments, rules and regulations thereof. As additional lands from the Additional Land are added, if any, the Developer shall become a member of the Association for each Lot owned by the Developer with the same voting rights as herein provided. If additional lands from the Additional Land are added, there will most likely be tracts within the additional lands that will be subject to distinct and different rules for development and the Developer reserves the right to impose such rules and differentiate the development thereof. Further, it is acknowledged that in the Additional Land lot sizes may be smaller, residential homes may not be as large as herein required, multiple family dwellings may be allowed in certain areas, home occupations may be expanded, architectural design, including, but not limited to, materials, landscaping and fencing, may be changed from those

imposed by the Committee in regulating Richards Park First Filing, and in general the neighborhood may be changed to meet changing times, demand and market conditions. The Developer reserves the right to make all such changes as it in its sole discretion deems desirable when including additional lands from the Additional Land under this Declaration. The declaration filed on additional lands shall incorporate this Declaration if specifically provided and if this Declaration is incorporated, it shall be amended only as specifically provided in such filing. Until there is a filing giving notice to incorporate this Declaration, this Declaration shall absolutely place no restriction, burden or reservation on the Additional Land or any part thereof. This Declaration shall not be expanded to include additional lands after twelve (12) years from the date hereof.

ARTICLE II - DEFINITIONS

1. Association. When used herein, "Association" shall mean Richards Park Homeowners' Association, a Wyoming nonprofit corporation, or such substitute or additional entities as deemed necessary to provide the efficient administration of the property and Common Areas.

2. Architectural Control Committee. When used herein, "Committee" or "Architectural Control Committee" shall mean a three (3) member committee appointed by this Declaration in ARTICLE III for the purpose of approving or disapproving all building improvements, structures, fences, etc., and landscaping on the Property, and their successors. There may be more than one Architectural Control Committee.

3. Plans. When used in ARTICLE III of this Declaration "plans" shall mean: site plans including north arrow, lot number, street names and number, lot dimensions in scale, house and other improvements with setbacks, all paved areas, existing and future grades showing drainage pattern (must have spot elevation and contours); landscape plan including all planting beds, all trees and shrubs with identification, sod and seed locations, sizes and names of all plant materials, types of mulch and edging, completion phases and dates, and locations of fences, decks, play areas, storage areas, etc.; architectural plans including complete working drawings, specifications of all exterior materials (trim, siding, windows, doors, roof, railings, shade structures, and ornamentation), engineered foundation plan showing elevation, and exterior perspective showing the street view; and painted or strained samples of siding, trim and masonry; and such additional information as the Architectural Control Committee may require.

4. Lot. When used herein, "Lot" or "Building Site," shall mean any Lot, or portions thereof, or parcel of land, or townhouse, or condominium unit used for residential purposes or incidental thereto. Re-subdivision of lots shall create new lots as herein defined.

5. Owners. When used herein, "Owner" or "Owners" shall mean and refer to the record owners, whether one or more persons or entities owning fee simple title to any Lot which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

6. Improvements. When used herein, "Improvements" shall mean and include all dwellings, outbuildings, fences, masonry walls, hedges, mass plantings, exterior antennas, and other usual appurtenances common to dwelling usage.

7. Common Expenses and/or Assessment. When used herein, "Common Expenses" and/or "Assessment" shall include all costs and expenses reasonably incurred for, but not limited to: taxes, maintenance of the entrances, maintenance of Common Areas, management of the Association, legal and accounting, and insurance; and, when properly approved, assessments for construction or repair of capital improvements on the Common Areas.

8. Dues. When used herein "dues" shall mean the assessments set from time to time by the Board of Directors of the Association to pay the Common Expenses and to maintain such reserves or sinking funds as shall be reasonably required.

ARTICLE III - IMPROVEMENTS CONTROL

1. Architectural Control Committee. There is hereby established an Architectural Control Committee composed of W. Paul Greaser, Kerry J. Greaser, and Susan C. Ball, who shall serve until all lots have a dwelling constructed thereon, or until their successors are duly appointed and qualified. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The Committee shall not be entitled to compensation for services performed pursuant to this provision. The members of the Committee shall have the right to enter and inspect all contruction on lots located on the Property in order to view, approve and enforce its requirements. Only after improvements have been erected on all sites in the subdivision, the Committee shall be elected at the annual meeting of Richards Park Homeowners' Association and Committee members may be removed by a majority vote of the members of the Association at a meeting of its members when a

quorum is present. Should the Architectural Control Committee desire to turn the appointment of its membership over to the Association at an earlier time, it may do so by a declaration signed by any two of its members.

2. Fences. Lots may be fenced with a two or three peeled rail fence, unpainted, which is firmly affixed by inserting into single-post construction. The Committee shall designate the design, material and color of two separate privacy fences, which privacy fences shall not exceed five feet in height on the back lot line, and Owners shall be able to select from the two designs the fence of their choice. Fences constructed along the boundary line between adjoining lots shall be paid for one-half by each of the Lot Owners and the adjacent Lot Owners shall share equally the cost of maintenance. All fences shall first have approval of the Committee before construction. No temporary fence shall remain for more than one year. Where the adjacent Lot does not contain a dwelling when the Owner constructs a privacy fence, he shall be entitled to one-third reimbursement from the adjacent Lot Owners within six months of time of occupancy of a dwelling on the adjacent Lot. This provision shall not be construed to entitle an owner to either reimbursement or cost sharing for any fences other than privacy fences, although neighbors may agree between themselves to share costs for any fence on whatever basis they deem fair. In no event shall fences of any kind be constructed in the front yards of any lot.

3. Landscaping. The plan for all shrubs, plants, trees, gardens, swimming pools, playground areas, gazebos and the like shall be approved by the Architectural Control Committee. Each owner shall be required to submit a landscape plan to the Committee for its files in the same manner as provided for building plans and specifications. All landscaping for lots on which a residence has been substantially completed between January 1 and August 30 of any year shall be landscaped in the same year; if the residence is completed after August 30, such landscaping shall be completed by June 30 of the following year. Prior to construction, every owner is responsible for maintaining his vacant lot, including keeping said lot free of debris, trash and weeds.

4. Approval by Committee. No improvements, including but not limited to houses, fences, walls, garages, drives, parking areas, curbs, and walks, shall be constructed or altered, nor shall natural vegetation be altered or destroyed, nor shall dramatic landscape development be performed, on any Lot, unless complete plans for such construction or alteration be approved in writing by the Architectural Control Committee prior to the commencement of work. If the Committee fails to take action within thirty (30) days after complete plans for such work have been submitted, then such submitted plans shall

be deemed to be approved; provided, however, that no building or other structure shall be erected or allowed to remain on any Lot which violates any of the covenants or restriction herein contained. The issuance of a building permit or license, which may be in contravention of this Declaration, shall not prevent the Committee from enforcing these provisions. In the event the Committee shall disapprove any plans, the party submitting such plans may appeal to the next annual or special meeting of the Association, where two-thirds (2/3) of the vote entitled to be cast shall be required to reverse the decision of the Committee. Refusal or approval of plans and specifications by the Committee shall be within the sole and uncontrolled discretion of the Commmittee, and may even be based upon purely aesthetic grounds.

5. Variances. Where circumstances such as topography, property line, location of trees, vegetation or other physical interference requires, the Committee may, by a two-thirds (2/3) vote, allow reasonable variance of this Declaration to terms and conditions it shall require; provided, that no such variance shall be finally allowed until fifteen (15) days after the Committee shall have mailed a notice of such variance to each member of the Association.

   In the event ten percent (10%), but not less than ten (10), of the members of the Association shall notify the Committee in writing of any objection to such variance within said fifteen (15) day period, the variance shall not be allowed until it shall have been approved by a vote of at least two-thirds (2/3) of the votes entitled to be cast at an annual or special meeting of the members of the Association.

   All cost and expenses incurred in processing the variance shall be paid in advance by the party requesting the variance.

6. General Requirements. The Committee shall require that all construction, landscape improvements, and alterations within the property, including the visual design, materials, color, site location, heights, topography, driveway, grade, and finished ground and foundation elevation, be consistent with and complementary to the natural surroundings and existing structures. All construction on the same Lot shall be of the same type materials, color, and design, except fences.

7. Preliminary Approvals. Parties who anticipate constructing improvements within the property or who own or contemplate the purchase of a Lot, may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete plans are submitted. Approval or

disapproval shall be based upon the complete plans and shall be in writing.

8. Plans. The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by this Declaration.

9. Indemnification. The Association shall indemnify every officer, director and member of the Architectural Control Committee (ACC) against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon them in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which they may be made a party by reason of being or having been an officer, director or member of the ACC, whether or not such person is an serving at the time such expenses are incurred. Said persons shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any them in the performance of their duties, except for their own individual willful misfeasance or malfeasance. The officers, directors and ACC members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf or the Association (except to the extent that they may also be members of the Association), and the Association shall indemnify and forever hold each of them free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or ACC member, or former officer, director or ACC member may be entitled. The Association may, as a common expense, provide liability insurance to fund this obligation.

10. Written Records. The Committee shall keep for at least five (5) years complete records of applications submitted to it (including one set of all plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this Declaration.

11. Designation of Member. The Committee shall have the power to designate one of its members to act for the Committee on all matters except those matters requiring a two-thirds (2/3) vote of the Committee.

12. Enforcement. In addition to the general powers for enforcement of this Declaration as hereinafter set forth, the Architectural Control Committee shall have the power and the authority in separate action to enforce this ARTICLE III in law or in equity, and shall without limitation be entitled to damages, injunctions and removal by condemnation proceeding.

ARTICLE IV - ASSOCIATION

1. Association. The Declarant has caused to be incorporated Richards Park Homeowners' Association, a Wyoming nonprofit corporation, to govern and regulate the Property and its Owners. As additional land, if any, is brought into the subdivision, additional Associations may be established, if appropriate. It is anticipated that different sections of the subdivision will desire or require maintenance or repairs of a kind and variety not shared by other sections. Within the Association, subcommittees may be established, which may govern, assess and regulate their particular section of the subdivision. The Association shall adopt such by-laws, rules, and regulations as it shall from time to time deem necessary to maintain control and regulate the Property and the Owners and enforce this Declaration.

2. Membership. All Owners, by whatever means acquired, shall automatically become members of an Association in accordance with the Articles of Incorporation and By-Laws of the Association as adopted and approved, or as the same may be duly amended. Only one of the Owners of each Lot shall have the right to vote and the other Owners shall be members without the right to vote. The Secretary of the Association shall be advised at all times as to the voting member. The Association may issue membership cards to all members in good standing.

3. Voting. All Owners, other than Declarant, shall be either Class A, B or C members. Class A members shall be those owners whose lot size exceeds 7,000 square feet; Class B members shall be those owners whose lot size exceeds 4,000 square feet, but is less than 7,000 square feet; Class C members shall be those owners whose lot size is less than 4,000 square feet. Declarant shall be a Class D member and shall be entitled to six (6) votes for each lot owned, regardless of size. Class A members shall be entitled to three (3) votes for each lot owned, Class B members shall be entitled to two (2) votes for each lot owned and Class C members shall be entitled to one (1) vote for each lot owned. The Class D membership shall cease and be converted to the applicable memberships on the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A, B and C memberships equals the total votes outstanding in the Class D membership and all the Additional Land has been brought under this Declaration; or (b) on August 1, 2010.

4. Quorum at Association Meetings. The members entitled to cast ten percent (10%) of all votes, represented either in person

or by proxy, shall be required to be present at any meeting of the membership of the Association to constitute a quorum.

5. Board of Directors. A Board of Directors consisting of no less than three (3) shall be elected by the Association at its annual meeting, and except as herein provided, shall be responsible for the levying of assessments and maintenance and repair of the Common Areas and the adoption and enforcement of rules and regulations from time to time formulated for the operation of the Common Areas and the Subdivision.

6. Association Powers and Duties. The Association has been formed for the purpose of providing for the preservation of the values in the Property and further developments adjacent thereto; for the maintenance of Common Areas and facilities; and for the collection of dues and payment for services desired by the Association. The Association is delegated and assigned the powers of maintaining and administering the community property facilities and services, and administering and enforcing this Declaration and the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. The Board of Directors of the Association shall have such powers as shall be required to adopt from time to time such rules and regulations as shall be required to protect, safeguard, and govern the use of the common Areas, entrance ways and Subdivision. The Declarant declares that the Property, is and shall be held, transferred, sold, conveyed, encumbered, and occupied subject to the covenants, restrictions, easements, assessments, charges, and liens hereinafter set forth:

6.1 Every member shall have a right and easement of enjoyment in and to the common properties and such easement shall pass with the title to every Lot. All Owners, their guests and invitees, by the use of such Common Areas and easements waive any and all claims for damages that they may have against all other Owners and the Association and accept all risk of use. Further, the Association may from time to time as a common expense, purchase such insurance as it shall deem necessary for the protection of the Association and the Owners for any use of Common Areas.

6.2 Declarant shall convey the Common Area property described on Exhibit "C" to the Association. In the event additional Common Area is hereafter developed, it shall be conveyed to such entity or additional entity as may then exist to administer the covenants and responsibilities herein set forth.

6.3 The rights and easements of enjoyment granted hereby shall be subject to the following:

a. Rules and regulations adopted from time to time by the Board of Directors of the Association.

b. The Association, in accordance with its Articles and By-Laws, may become indebted for the purpose of improving the common properties, and in aid thereof, to mortgage said properties. In the event of default upon such mortgage, the lender shall have the right, after taking possession of such properties, to a reasonable admission or other fee as a condition to continued enjoyment of the common properties by the members, and if necessary, to open the enjoyment of such properties to the public until any default under said mortgage is cured or the mortgage debt is satisfied; whereupon the possession of such properties shall be returned to the Association and the rights of the members hereunder shall be fully restored.

c. The right of the Association to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

d. The right of the Association to charge reasonable admission and other fees for the use of the common properties.

e. The right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members; provided that no such dedication or transfer, or the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Association has been recorded agreeing to such dedication, purpose or condition, and, 1) unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action and, 2) further provide that all first mortgagees consent.

f. The right of the Association to establish sectional subcommittees which shall have the authority to assess additional fees for purposes common to the individual section.

6.4 Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed

or conveyance, shall be deemed to covenant and agree to pay the Association:

a. Monthly or other timely assessments or charges fixed by the Board of Directors of the Association;

b. Special assessments for capital improvements to be fixed, established, and collected from time to time as provided by action of the Association;

c. All assessments attributable to each Lot (each membership in the Association), together with interest thereon and cost of collection thereof, shall be a charge on the Lot for which the membership is issued, shall be a continuing lien on the Lot and shall also be the personal obligation of the Lot Owners of record and lessees of the Lot at the time when the dues or assessments become due. The personal obligation shall not pass to such a party's successor in title unless expressly assumed by them. Any assessments which become delinquent shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association shall sue the Owners and lessees personally obligated to pay the same, or foreclose the lien against the Lot. Interest, cost and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The lien of the Association may be foreclosed in the same manner as a mortgage under the laws of the State of Wyoming. The lien of the Association provided for herein shall be subordinate to the first lien of any deed of trust or mortgage covering any Lot. Sale or transfer of any Lot shall not affect the lien of the Association. However, the sale or transfer of any Lot occurring as a result of court foreclosure of a mortgage or deed of trust, foreclosure through the Public Trustee or any similar proceeding in lieu of foreclosure shall extinguish the lien of the Association as to payments which became due prior to such sale or transfer, but shall not relieve any Owner or lessee of personal liability therefor. No sale or transfer shall relieve such Lot from liability for any Common Expenses thereafter becoming due or from the lien thereof.

d. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property, and for the purchase, improvement, and maintenance of the common

properties, services, and facilities devoted to and related to the use and enjoyment of the Property and of the homes situated upon the Property, including the payment of taxes and insurance against the common properties, repair, replacements, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof, together with but not by way of limitation of, the items set forth under ARTICLE II - DEFINITIONS.

e. The annual assessment with respect to each Lot shall be estimated by the Board of Directors on or before December 31st of each year for the following twelve (12) months, and shall be payable in equal monthly or other timely installments as determined by the Board of Directors, commencing on January 1 of each year.

f. All Lots shall be assessed and billed for common area expenses at a rate commencing at time of conveyance from Developer to a subsequent owner. Class A members shall be assessed three units, Class B members two units and Class C members one unit. Lots owned by the Developer shall be assessed and billed at the rate of twenty-five percent (25%) of the average amount which previously sold lots are assessed, from the time the Lots were approved by the City of Laramie, Wyoming, for issuance of a building permit (acceptance of development improvements). In the event the Developer re-acquires a Lot upon which full dues were previously assessed, the Developer shall pay the full amount of dues assessed. It is anticipated that certain sections within the subdivision will choose to provide services to all members of their section which are unique to the section. In such event, the members of the particular section shall be assessed independently for such services, at a rate based upon the cost of providing the services. Members outside of a section electing additional services shall not bear the cost of providing services over and above the maintenance of the common areas described in Exhibit "C".

g. Assessments shall be payable on or before the 30th day following the date of billing and shall become a lien as of the date of the annual assessment. Written notice of the annual assessment shall be

sent to every Owner immediately after December 1st of each year.

h. The Association shall, upon demand by an Owner, mortgagee, or contract purchaser, and payment of a reasonable service fee, issue a certificate setting forth the status of the assessments on a specified Lot.

i. The Association shall have the right to make special assessments for capital improvements, unexpected repairs or replacements, provided that any such assessment shall have the assent of a majority of the vote of the members in person or by proxy at a meeting duly called for this purpose. Written notice of such meeting shall be sent all members at least thirty (30) days prior to such special meeting.

ARTICLE V - COVENANTS

1. Land Use Restrictions. The Subdivision shall be used for residential purposes only, except that a sales and construction office may be maintained by the Developer and/or its agents during development of the Subdivision. The Acre Company shall be the exclusive sales and marketing agent for all lots within the subdivision until such time as a residential unit is constructed thereon and occupied by the owner thereof. In the event a builder or builders construct a dwelling on any lot, the Acre Company shall, to the exclusion of all other agents as well as the builder/owner itself, be the sales agent for the builder. The following restrictive covenants shall apply to all the Property, except as otherwise designated, to wit:

1.1 No shack, garage, barn, or other outbuilding erected on the Lot covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

1.2 Lots shall be used for residential purposes only, except that professionals, such as doctors, lawyers, architects, accountants, and real estate brokers may maintain professional offices within their homes so long as they do not have employees working on the premises that reside off the premises. No building shall be erected, altered, placed, or permitted to remain on any Lot other than the following:

a. Residential dwelling not to exceed two stories in height, except where constructed on a slope permitting a full walkout. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes exclusive of porches, terraces, and garages of 1200 square feet for a one-story dwelling constructed on a lot smaller than 7,000 square feet and 1400 square feet for a one-story dwelling constructed on a lot larger than 7,000 square feet; a minimum of 800 square feet on the ground floor of a two-story dwelling contructed on a lot smaller than 7,000 square feet and 1,000 square feet on the ground floor of a two-story dwelling on a lot larger than 7,000 square feet. Roofs shall be shake, slate or as approved by the Architectural Control Committee, and shall have a minimum pitch of four-twelfths (4/12) on dwellings contructed on lots smaller than 7,000 square feet and six-twelfths (6/12) on dwellings constructed on lots larger than 7,000 square feet. The front building exterior shall be not less than thirty percent (30%) masonry. From the date of the conveyance of a Lot from Developer to the first subsequent Owner construction shall be commenced on the principal dwelling within two (2) years unless for good cause shown the Architectural Control Committee extends the time. Failure to construct a principal dwelling within the two (2) year period shall subject the lot and owners thereof to the obligation to pay four (4) times the annual assessment on the lot for each year construction is delayed.

1.3 No noxious or offensive activities shall be carried on upon any Lot which may become an annoyance or a nuisance to the neighborhood. Further, no commercial livestock, kennels, or poultry feeding shall be carried on upon any Lot. Cats, dogs, or other household pets may be kept, provided that any animals so kept upon the premises shall not be kept, bred, or maintained for any commercial purpose. All animals and birds shall be kept within a fenced area except cats. There shall be no more than four household pets kept on any Lot. Notwithstanding anything to the contrary, the Owner shall have the responsibility to control at all times noises, offensive activities, noxious odors, dust from his premises, and appearance of his premises. Acknowledging the purpose of this Declaration being to maintain a highly desirable area, the Board of Directors of the Association may adopt such rules and regulations as they in their discretion shall so determine to regulate the use of all lots, which among other things may limit animals below the number

above specified so long as the rules and regulations shall apply the same standards through out the Subdivision and shall give due regard to lot size.

1.4 All clothesline equipment, service yards, satellite dishes, radio and television antennas, wood piles or storage piles shall be screened so as to conceal them from the view of the neighboring lots or streets.

1.5 No trash burning shall be permitted on any Lot. All rubbish and trash shall be promptly removed from the Lots and shall not be burned in the Subdivision.

1.6 Each single-family dwelling shall install and use an approved garbage disposal unit connected to the plumbing. Such unit shall be in operating condition whenever the dwelling is occupied.

1.7 Each Owner of a Lot shall be responsible for keeping grass, shrubs, trees, and other plantings on such site in an attractive condition. In the event of failure to do so, the Association is empowered to take the necessary steps to care for such plantings at the expense of the Owner.

1.8 No waste or materials of any kind may be stored on a Lot except for a reasonable term while a structure on said premises is under construction. Only vehicles and machines of good running condition which are currently licensed and registered are permitted upon any Lot. The Association reserves the right to require a fence or screened planting to surround any boats, automobiles, implements, machinery, motorhomes or trailer storage areas or require their removal from said premises. All Lots and premises shall be kept in a clean and sanitary condition at all times. The Association may adopt rules from time to time to regulate on-street parking, even to the exclusion of such parking.

1.9 No temporary house, tent, mobile home, or trailer shall be allowed on any Lot, EXCEPT during construction of permanent improvements not to exceed one (1) year in duration and during temporary use not to exceed one (1) month of continuous occupancy. No dwelling house shall be occupied in any manner prior to its completion.

1.10 Each Lot at all times shall be kept in a clean,sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials shall be permitted to remain exposed upon any Lot so they are visible from any neighboring Lot or street except as is necessary during the period of

construction. In the event any fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform with this Declaration; or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundations and all debris, shall be promptly removed from the property. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.

1.11 In the event an Owner shall fail to maintain the premises and improvements situate thereon in a manner satisfactory to the Association, after approval of two-thirds (2/3) vote of the Board of Directors, the Association shall have the right through its agents and employees, to enter upon said premises and to repair, maintain, and restore the premises and exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the Common Expense to which such Lot and member is subject.

ARTICLE VI - GENERAL PROVISIONS

1. Enforcement. The Association and/or the Owner or Owners of any of the property within the jurisdiction of the Association may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of said restriction and limitations, either to recover damages for such violation or to restrain such violation or attempted violation. The prevailing party shall be entitled to judgement against the losing party for all attorney's fees and costs of suit. Provided, however, prior to initiating any action at law or equity, a written grevience shall be presented to the Association and the Association shall have 30 days in order to enforce any violation of the restrictions herein imposed.

2. Amendments. These covenants may be amended by the vote of two-thirds (2/3) of the owners of Lots entitled to vote in the Association.

3. Term. The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described property for a period of twenty-five (25) years from the date these presents are recorded in the office of the Clerk of Albany County, Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of real property hereinabove described has been

recorded in the office of said County Clerk, agreeing to change said covenants in whole or in part.

4. Severability. Should any part of this Declaration be declared invalid or unenforceable by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining part of this Declaration.

5. Headings. Headings used herein are for convenience of reference only and shall in no way define, limit, or prescribe the scope or intent of the provisions under this Declaration.

6. Construction. Words of the masculine gender shall include the feminine and neuter genders and when the sentence so indicates, words of the neuter shall refer to any gender. Words in the singular shall include the plural and vice versa. This Declaration shall be construed according to its fair meaning.

7. Re-subdivision. Prior to the sale of Lots described in Exhibit "A", Declarant and/or its assigns reserves the right to re-subdivide any or all Lots in the Subdivision to increase the number of Lots, to include any or all Lots in a planned unit development, and to rezone any or all Lots to a new and different zoning classification.

8. Minor Amendments. To meet the requirement of any first mortgage lender or intended lender or prior to the sale of fifty percent (50%) of the Lots to Owners, Declarant reserves the right to amend this Declaration to provide for a better community of development so long as the general residential theme is protected.

9. Bulk Conveyance by Developer. In the event the Developer shall convey a substantial part of its remaining land to a new developer and so designate in the conveyance or by separate recorded instrument that the grantee is to be "the new developer," the new developer shall then have all the rights as herein reserved to the Developer.

10. Party Wall Provisions. Each wall which is built as a part of the original construction of the homes upon the properties and placed contiguous to an adjacent home shall constitute a party wall, and to the extent not inconsistent with the provisions herein, the general rules of law regarding party walls and liability for property damage due to negligence for willful acts or ommissions shall apply thereto. In addition, the following rules shall apply:

    a. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

b. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts.

c. Notwithstanding any other provisions herein, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

d. The right of any Owner to contribution from any other Owner shall be appurtenant to the land and shall bind such Owner's successor in interest.

e. In the event of any dispute arises concerning a party wall, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of the arbitrators.

THESE DECLARATIONS are signed and executed this 5TH day of MAY, 1993.

TOG DEVELOPMENT, INC.

By Kerry Greaser
President

ATTEST:
W. Paul Greaser
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing Declaration of Covenants, Conditions, Easements, and Restrictions was acknowledged before me this 5TH day of MAY, 1993 by KERRY J. GREASER, President of TOG Development Inc., a Wyoming Corporation.

Witness my hand and official seal.

D. Rhodes Jr
Notary Public

My commission expires: 11-26-93

EXHIBIT A

RICHARDS PARK 1ST ADDITION

Lots 1-11, 38-40, and Lot 15 Block One, Lots 1-25 Block Two, Richards Park 1st Addition to The City of Laramie, Albany County, Wyoming.

THIS INSTRUMENT IS RECORDED BY ALBANY COUNTY TITLE, INC. AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

DECLARATION OF ADDITIONAL LAND

FOR RICHARDS PARK COVENANTS, CONDITIONS,

EASEMENTS AND RESTRICTIONS

THIS DECLARATION is made this 1st day of September, 2000 by TOG Development, Inc., a Wyoming Corporation (the "Declarant") whose address is 407 Garfield, Laramie, Wyoming.

WITNESSETH:

WHEREAS, Declarant is the owner and developer of certain real property known as Richards Park situate in the City of Laramie, County of Albany, State of Wyoming, located within the SE 1/4 of Section 27 and a portion of the Northeast quarter of Section 34, Township 16 North, Range 73 West, between 22nd Street and 30th Street and between Reynolds Street and Harney Street in the City of Laramie, Wyoming;

WHEREAS, the Declarant recorded a Declaration of Covenants, Conditions, Easements and Restrictions for Richards Park applying to a portion of the Richards Park property in the office of the County Clerk of Albany County, Wyoming, on June 7, 1993, at Book 442 Page 738;

WHEREAS, this Declaration of Covenants Conditions, Easements, and Restrictions provided in Article I, Paragraph 2 that certain Additional Land, described on an Exhibit B, may be added to and made subject to such Covenants, Conditions, Easements and Restrictions;

WHEREAS, no Exhibit B was attached to or included with the Declaration of Covenants, Conditions, Easements for Richards Park recorded in the office of the County Clerk of Albany County Wyoming on June 7, 1993; and

WHEREAS, Declarant desires to apply such Declaration of Covenants, Conditions, Easements and Restrictions for Richards park to a portion of the Additional Land that was to be described in Exhibit B thereto.

NOW THEREFORE, the Declarant hereby designates all of its real property located in the SE 1/4 of Section 27 and a portion of the Northeast quarter of Section 34, Township 16 North, Range 73 West, between 22nd Street and 30th Street and between Reynolds Street and Harney Street in the City of Laramie, Wyoming, as the Additional Land referred to in the Declaration of Covenants, Conditions, Easements, and Restrictions for Richards park recorded in the office of the County Clerk of Albany

County, Wyoming on June 7, 1993. This declaration shall substitute for the omitted Exhibit B for said Covenants.

FURTHER, the Declarant does hereby publish and declare that the terms, covenants, conditions, reservations, restrictions, uses, limitations, and obligations contained in the Declaration of Covenants, Conditions, Easements and Restrictions for Richards Park recorded in office of the County Clerk of Albany County, Wyoming on June 7, 1993, at Book 442 Page 738, shall be deemed to run with the portion of the Additional Land described in Exhibit A to this Declaration and shall be a burden and a benefit to owners, their transferees, assigns, heirs, and any person acquiring or owning any interest in the property and improvements situate thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns as provided in Article I, paragraph 2 of Declaration of Covenants, Conditions, Easements, and Restrictions for Richards Park. Each lot included within the property described in Exhibit A and each Owner thereof shall be subject to assessments, rules, and regulations of the Richards Park Homeowners Association provided for in such Covenants and shall be governed by and become members of such Association.

THESE DECLARATIONS are signed and executed this 1st day of September, 2000.

TOG DEVELOPMENT, INC.

By Kerry J. Greaser
President

ATTEST

W Paul Greaser
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The forgoing Declaration of Additional Land was acknowledged before me this 1st day of September, 2000, by Kerry J. Greaser, President of TOG Development, Inc., a Wyoming Corporation.

Witness my hand and official seal.

Tracy Case
Notary Public
Albany County WY
My Commission Expires
October 27, 2003

Tracy Case
Notary Public

My Commission Expires: October 27, 2003

FILE DATE: 09/28/2000 FILE TIME: 03:09
ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2000 6162 PAGE #: 0002 OF 0003

EXHIBIT A

DESCRIPTION OF ADDITIONAL LAND

MADE SUBJECT TO RICHARDS PARK COVENANTS

The following described real property is hereby declared to be subject to the Covenants, Conditions, Easements, and Restrictions for Richards Park recorded in the office of the County Clerk of Albany County, Wyoming on June 7, 1993, including the assessments, rules, and regulations of the Richards Park Homeowners Association provided for in such Covenants:

Lots 1-10, Block Three, Richards Park 6th Addition to the City of Laramie, Albany County, Wyoming.